

## **APPENDIX COLLOCATION**

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## APPENDIX COLLOCATION

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Collocation provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 AMERITECH-WISCONSIN - As used herein, AMERITECH-WISCONSIN means the applicable above listed ILEC doing business in Wisconsin.

### 2. DEFINITIONS

- 2.1 **“Active Central Office Space”** denotes the existing, central office switchroom space, which can be designated for physical or virtual collocation, with sufficient infrastructure systems. Also denotes central office space that may contain obsolete unused equipment.
- 2.2 **“Adjacent Structure”** is a Collocator provided structure placed on AMERITECH-WISCONSIN property adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.3 Intentionally Omitted.
- 2.4 **“Augment”** is a request from a Collocator to add equipment, cable, and/or Collocation services to an existing physical collocation arrangement.
- 2.5 **“Caged Physical Collocation”** is a cage or similar structure (not including a top) enclosing Collocator’s dedicated collocation space in which a Collocator may install its telecommunications equipment.
- 2.6 **“Cageless Physical Collocation”** is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.
- 2.7 **“Collocation Area for Physical Collocation”** is the common area providing access to an area surrounding the Collocator’s dedicated space as well as the space dedicated to Collocators.

- 2.8 Intentionally Omitted.
- 2.9 **“COBO”** the Central Office Build Out that represents the typical conditioning costs (not to include Extraordinary build out Expenses) to make an unused Premises space suitable for a collocation arrangement (Dedicated Collocation Space) in AMERITECH-WISCONSIN.
- 2.10 **“Collocator”** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in Utility location, for purposes of Interconnection with the Utility or access to Unbundled Network Elements (UNE).
- 2.11 **“Dedicated Collocation Space”** is the space dedicated for the Collocator’s physical collocation arrangement located within a AMERITECH-WISCONSIN Eligible Structure.
- 2.12 **“Delivery Date”** the date upon which the CLEC or Requesting Carrier will be provided the collocated space or Dedicated Collocation Space in AMERITECH-WISCONSIN.
- 2.13 **“Eligible Structure”** is (1) a AMERITECH-WISCONSIN central office, serving wire center or tandem office, or (2) a building or similar structure, or a portion of a building or similar structure, owned or leased by AMERITECH-WISCONSIN that houses its network facilities, or (3) a structure that houses AMERITECH-WISCONSIN transmission facilities on public or private rights-of-way or easements.
- 2.14 Intentionally omitted.
- 2.15 **“Extraordinary Costs** or extraordinary expenses include such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, individualized DC power system infrastructure needs, increasing the capacity of the AC system, or the existing commercial power facility requirements, installation, maintenance, repair, monitoring of securing measures, conversion of non-collocation space, compliance with federal and state requirements or other modifications required by local ordinances in AMERITECH-WISCONSIN.
- 2.16 **“Individual Case Basis (ICB)”** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.16.1 **Infrastructure Systems** - Infrastructure systems include, but are not limited to, structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), power distribution via frames or bays, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), high efficiency

filtration, humidity controls, remote alarms, compartmentation, and smoke purge.

- 2.17 **“Interconnector’s Collocation Services Handbook”** is a publication provided to the CLECs which provides information on how to order collocation arrangements from AMERITECH-WISCONSIN. The document also provides information about AMERITECH-WISCONSIN’s collocation processes and requirements and is located on the CLEC website (<https://clec.sbc.com/>).
- 2.17.1 AMERITECH-WISCONSIN provides similar information at a website (<http://tcnet.ameritech.com/>).
- 2.18 **“Non Standard Collocation Request (NSCR)”** in AMERITECH-WISCONSIN, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.19 **“Occupancy date”** the date that AMERITECH-WISCONSIN may begin billing recurring charges and the Dedicated Collocation Space is made available for occupancy by the CLEC or Requesting Carrier.
- 2.20 **“Other Central Office Space”** denotes the space within the central office which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed.
- 2.21 **“Premises”** means AMERITECH-WISCONSIN’s central offices and serving wire centers; all buildings or similar structures owned, leased or otherwise controlled by AMERITECH-WISCONSIN that house its network facilities; all structures that house AMERITECH-WISCONSIN facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased or otherwise controlled by AMERITECH-WISCONSIN that is adjacent to these central offices, wire centers, buildings and structures.
- 2.22 **“Preparation Charges”** are the charges applicable to the preparation of AMERITECH-WISCONSIN Premises for Collocation, including any COBO charges, cage enclosure charges, cage enclosure charges, and extraordinary charges or expense.
- 2.23 **“Point of Termination (POT)”** denotes the point of demarcation, within an Eligible Structure at which the AMERITECH-WISCONSIN responsibility for the provisioning of service ends.
- 2.24 Intentionally omitted.

- 2.25 **“Shared Physical Collocation Cage”** is a caged dedicated collocation space that is shared by two or more Collocators within the AMERITECH-WISCONSIN’s Eligible Structure.
- 2.27 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in AMERITECH-WISCONSIN’s Eligible Structures that such an arrangement is technically feasible.
- 2.28 **“Unused Space”** denotes any space in the Eligible Structure which is not occupied by AMERITECH-WISCONSIN personnel and/or occupied by or reserved for AMERITECH-WISCONSIN network equipment including affiliates and 3rd parties. May also be used to denote space which has become available pursuant to Section 3.7.6. (See also sections 4.1.2.1, 4.1.3.1, 5.12, & 10.1)
- 2.29 **"Virtual Collocation"** is as defined by 47 C.F.R. 51.5 and 47 C.F.R. 51.323.

### 3. PURPOSE AND SCOPE OF AGREEMENT

- 3.1 The Parties agree that this Agreement does not constitute, and shall not be asserted to constitute, an admission or waiver or precedent with the State Tariffs in California, Texas, Connecticut, Illinois, Michigan, Wisconsin or the State Commission, the Federal Communications Commission, any other regulatory body, any State or Federal Court, or in any other forum to any positions they have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.
- 3.2 Nothing in this agreement requires AMERITECH-WISCONSIN to permit collocation of equipment used solely for switching (e.g. 5ESS, DMS 100, etc.) or solely to provide enhanced services; provided, however, that AMERITECH-WISCONSIN may not place any limitations on ability of Collocator to use all features, functions, and capabilities of collocated equipment including switching and routing features and functions and enhanced services functionalities if such equipment is necessary for access to UNEs or for interconnection with AMERITECH-WISCONSIN’s network. AMERITECH-WISCONSIN may require Collocator’s employees to undergo the same level of security training, or its equivalent, that AMERITECH-WISCONSIN’s own employees, or third party contractors providing similar functions must undergo; provided that AMERITECH-WISCONSIN may not require Collocator’s employees to receive such training from AMERITECH-WISCONSIN itself, but must provide information to Collocator on the specific type of training required so Collocator’s employees can conduct their own training.

### 3.3 Submission to State Commission

3.3.1 The effectiveness of this Agreement is conditioned upon the unqualified approval of this Agreement, whether as a result of an approval process or by operation of law, under 47 U.S.C. 252(a)(1). After execution of this Agreement, AMERITECH-WISCONSIN and parties shall submit it to the State commission for the State in which Collocator desires physical collocation as thereby required for approval, and shall defend the Agreement and support any reasonable effort to have this Agreement so approved, including the supplying of witnesses and testimony if a hearing is to be held.

### 3.4 Failure to Receive Approval

3.4.1 In the event that this Agreement does not receive such unqualified approval, this Agreement shall be void upon written notice of either party to the other after such regulatory action becomes final and unappealable. Thereafter Collocator may request to begin negotiations again under 47 U.S.C. 251. Alternatively, AMERITECH-WISCONSIN and parties may both agree to modify this Agreement to receive such approval, but neither shall be required to agree to any modification. Any agreement to modify shall not waive the right of either party to pursue any appeal of the ruling made by any reviewing regulatory commission.

### 3.5 Preparation Prior to Regulatory Approval

3.5.1 Upon the written request of Collocator, AMERITECH-WISCONSIN shall consider an application for collocation space submitted prior to receiving the approval required by Section 3.3. Upon such an election, this Agreement shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Agreement does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by AMERITECH-WISCONSIN. To the extent that AMERITECH-WISCONSIN has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) days of notice by AMERITECH-WISCONSIN.

3.6 Price Quote or Response Intervals are as follows and will run concurrent with the ten (10) day notification interval for availability of space. The Price Quote (Quotation) Interval relates to the period in which AMERITECH-WISCONSIN will provide the CLEC with a quotation of rates and a Construction Interval for the desired arrangement. The Response Interval is the time period at the end of which

AMERITECH-WISCONSIN must advise the CLEC if space is available for the Collocation arrangement requested.

#### 4. GENERAL OFFERINGS

4.1 Except where physical collocation is not practical for technical reasons or because of space limitations, AMERITECH-WISCONSIN will provide physical collocation to CLEC for the purpose of interconnecting with AMERITECH-WISCONSIN's network or for obtaining access to AMERITECH-WISCONSIN's unbundled network elements pursuant to 47 U.S.C. 251(c). Physical collocation shall be provided on a non-discriminatory basis, on a "first-come, first served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. 251(c)(6), and applicable FCC rules thereunder. AMERITECH-WISCONSIN's physical collocation offering includes the following:

##### 4.1.1 Caged Physical Collocation

4.1.1.1 In the AMERITECH-WISCONSIN's, CLEC may apply for Caged Physical Collocation in initial and subsequent increments of 50 square feet. The caged serving arrangement is an area designated by AMERITECH-WISCONSIN within an Eligible Structure to be used by a CLEC for the sole purpose of installing, maintaining and operating Collocator provided equipment. AMERITECH-WISCONSIN will provide floor space, floor space conditioning, cage common systems and safety and security on a per square foot basis. AMERITECH-WISCONSIN will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in a AMERITECH-WISCONSIN premise will not be responsible for the entire cost of site preparation.

##### 4.1.2 Shared Caged Collocation

4.1.2.1 Upon request, AMERITECH-WISCONSIN shall provide CLEC Shared Caged Collocation in any Unused Space. **"Shared Caged Collocation"** is caged Physical Collocation space shared by CLEC and one or more other CLECs pursuant to terms and conditions agreed upon by such carriers.

4.1.2.1.1 A CLEC may request that AMERITECH-WISCONSIN provide Shared Caged Collocation via a new request for Physical Collocation whereby the CLEC requesting such space allocates the requested space among the number of CLECs initially requesting such space (**"New Shared Collocation"**)



or a request by CLEC to enter into a sublease arrangement with another Resident Collocators(s) in CLEC's existing Physical Collocation ("**Subleased Shared Collocation**"). In each Shared Caged Collocation arrangement, AMERITECH-WISCONSIN's single point of contact (SPOC) with respect to such arrangement shall be referred to as the "**Primary Collocator**". For New Shared Collocation, the Primary Collocator shall be the single CLEC that submits the request for New Shared Collocation on behalf of the other Resident Collocators. For Subleased Shared Collocation, the Primary Collocator shall be the CLEC that originally requested and occupied such space and is the sublessor in such arrangement. For purposes of this section, each CLEC (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "**Resident Collocator**". An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

- 4.1.2.1.2 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per CLEC Resident Collocators shall request New Shared Collocation from AMERITECH-WISCONSIN in a single application. A request and any subsequent order for New Shared Collocation shall be submitted by the Primary Collocator. When making New Shared Collocation available, AMERITECH-WISCONSIN shall not, except as otherwise specifically required to accommodate a Resident Carrier's specific instructions, increase the Preparation Charges above the cost of provisioning a cage of similar dimensions and materials to a single collocating CLEC. AMERITECH-WISCONSIN will prorate the Preparation Charges incurred by AMERITECH-WISCONSIN to construct the shared Collocation

cage or condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage divided among the Resident Collocators in a New Shared Collocation space equals one hundred percent (100%) of such Preparation Charges. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and AMERITECH-WISCONSIN shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, AMERITECH-WISCONSIN shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such CLEC's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If CLEC is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, CLEC agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if CLEC is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, CLEC shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates AMERITECH-WISCONSIN as a third party beneficiary of such agreement. CLEC, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation

provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

- 4.1.2.1.3 For Subleased Shared Collocation, if the CLEC is the Primary Collocator, then CLEC shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Agreement. As a condition to permitting another CLEC to sublease space from CLEC, CLEC shall require such other CLEC(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such CLEC's compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates AMERITECH-WISCONSIN as a third party beneficiary of such agreement. CLEC, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s). If CLEC is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, CLEC agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.
- 4.1.2.1.4 The Primary Collocator represents and warrants to AMERITECH-WISCONSIN that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by 5.1 and which is necessary to Interconnect with AMERITECH-WISCONSIN or for access to AMERITECH-WISCONSIN's unbundled Network Elements. AMERITECH-WISCONSIN shall provide CLEC access to AMERITECH-WISCONSIN's unbundled Network Elements and permit CLEC to Interconnect its network with AMERITECH-WISCONSIN from Shared Caged Collocation, regardless if CLEC was the original Collocator. CLEC, however, shall have no right to request and AMERITECH-WISCONSIN

shall have no obligation to provide CLEC's Resident Collocators access to AMERITECH-WISCONSIN's unbundled Network Elements or AMERITECH-WISCONSIN's network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with AMERITECH-WISCONSIN.

- 4.1.2.1.5 As a condition of entering into Shared Caged Collocation, CLEC agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees AMERITECH-WISCONSIN the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one CLEC remains in the Shared Cage Collocation, that CLEC shall become the Primary Collocator. AMERITECH-WISCONSIN shall bill the new Primary Collocator any applicable charges to change AMERITECH-WISCONSIN's records and databases to reflect such new Primary Collocator.

#### 4.1.3 Cageless Physical Collocation

- 4.1.3.1 Subject to technical feasibility and security requirements, AMERITECH-WISCONSIN will allow CLEC to collocate in any unused space (space that is vacant and does not contain AMERITECH-WISCONSIN equipment, is not reserved for growth, is not used for administrative or other functions, and is not needed for access to, egress from, or work within occupied or reserved space, provided that unused space will be administered on a non-discriminatory basis, that is to the extent that AMERITECH-WISCONSIN, has or would move administrative or other functions to accommodate its own equipment, it will do so for CLEC) in AMERITECH-WISCONSIN's Eligible Structure (eg. Central Office), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to CLEC's dedicated space. AMERITECH-WISCONSIN will designate the space to be used for cageless

collocation. AMERITECH-WISCONSIN may require CLEC to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for CLEC's or other collocating carriers' use, and once inside the building, AMERITECH-WISCONSIN must permit CLEC to have direct access to CLEC's equipment.

4.1.3.1.1 Collocator will install their own bay(s) by an AMERITECH-WISCONSIN Approved Vendor. AMERITECH-WISCONSIN will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

4.1.3.1.2 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.

4.1.3.1.3 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width, and up to 36" in depth.

4.1.3.1.4 AMERITECH-WISCONSIN prefers that the equipment mounted in the bay be flush mounted with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment, should not exceed 15" for a standard bay.

4.1.3.2 AMERITECH-WISCONSIN may not require CLEC to use an intermediate interconnection arrangement (i.e., a POT bay) that simply increases collocation costs without a concomitant benefit directly to CLEC, in lieu of direct connection to AMERITECH-WISCONSIN's network if technically feasible. In addition, AMERITECH-WISCONSIN may not require CLEC to collocate in a room or isolated space, separate from AMERITECH-WISCONSIN's own equipment, which only serves to increase the cost of collocation and decrease the amount of available collocation space. AMERITECH-WISCONSIN may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing AMERITECH-WISCONSIN equipment in its own cage, and other reasonable security measures examples of which are described herein. AMERITECH-WISCONSIN may utilize

reasonable segregation requirements that do not impose additional cost on CLEC.

- 4.1.3.3 AMERITECH-WISCONSIN must make cageless collocation space available in single-bay increments, meaning that CLEC can purchase space in single bay increments. AMERITECH-WISCONSIN will prorate the charge for site conditioning and preparation undertaken to make site usable for collocation so that each collocater will pay only the portion of the preparation and conditioning costs in the same ratio that its collocation space bears to the entire amount of space prepared and conditioned.

4.1.4 Adjacent Structure Collocation

- 4.1.4.1 Legitimately Exhausted – When all space in an ILEC Premises that can be used or is useful to locate telecommunications equipment in any of the methods of physical collocation available is exhausted or completely occupied the premises will be considered legitimately exhausted. Before the ILEC may make a determination that space is legitimately exhausted, the ILEC must have removed all unused obsolete equipment from the Premises and made such space available for collocation; however, removal of the equipment shall not cause an unreasonable delay in the ILEC's response to the CLEC's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution by the Commission.
- 4.1.4.2 When space is legitimately exhausted inside an AMERITECH-WISCONSIN Eligible Structure, AMERITECH-WISCONSIN will permit CLEC to physically collocate in an Adjacent Structure (e.g. controlled environmental vaults, controlled environmental huts, or similar structures such as those used by AMERITECH-WISCONSIN to house telecommunications equipment) to the extent technically feasible. AMERITECH-WISCONSIN will permit CLEC to construct or otherwise procure such adjacent structure, subject to reasonable safety and maintenance requirements, zoning and other state and local regulations. CLEC will be responsible for securing the required licenses and permits, the required site preparations, and will retain responsibility for building and site maintenance associated with placing the Adjacent Structure. AMERITECH-WISCONSIN may reserve reasonable amounts of space adjacent to its Eligible Structure needed to expand its Eligible Structure to meet building growth requirements, provided that such reservation shall be administered on a non-discriminatory basis. AMERITECH-WISCONSIN will assign

the location of the Designated Space where the Adjacent Structure will be placed.

- 4.1.4.3 When requested, AMERITECH-WISCONSIN will provide up to 100 AMPS of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists and up to 200 AMPS of DC power to the Adjacent Structure up to 200 cable feet from the Central Office power source. When power requirements are beyond these office capacities and distance limitations, AMERITECH-WISCONSIN will treat the requirements as a non-standard request (ICB or NSCR) and coordinate a mutually agreeable solution for provisioning power with CLEC. At its option, CLEC may choose to provide its own AC and DC power to the Adjacent Structure. AMERITECH-WISCONSIN will provide power and physical collocation services and facilities to such Adjacent Structures, subject to the same nondiscrimination requirements as other physical collocation arrangements in this Agreement.
- 4.1.4.4 If Physical Collocation Space becomes available in a previously exhausted Eligible Structure, AMERITECH-WISCONSIN will not require Collocator to move or prohibit Collocator from moving, a collocation arrangement into that structure. Instead AMERITECH-WISCONSIN will continue to allow the Collocator to collocate in any Adjacent Structure that the Collocator has constructed or otherwise procured.
- 4.2 All requests for Other Physical Collocation arrangements will be considered on a case-by-case basis (ICB or NSCR). When CLEC requests a particular collocation arrangement, the CLEC is entitled to a rebuttable presumption that such arrangement is technically feasible if any incumbent LEC with a substantially similar network has deployed such collocation arrangement in any incumbent LEC Dedicated Space. If AMERITECH-WISCONSIN refuses to provide a collocation arrangement, or an equally cost effective arrangement, it may do so if it rebuts the presumption before the state commission that the particular premises in question cannot support the arrangement because of either technical reasons or lack of space.
- 4.3 The Collocator's AMERITECH-WISCONSIN Approved Vendor will be permitted access to the AMERITECH-WISCONSIN Main Distribution Frame and/or other interconnection points for placement and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an AMERITECH-WISCONSIN Approved Power Installation Vendor to place power cable leads from the Collocator's dedicated space to AMERITECH-WISCONSIN's Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. Check sections 10.5.4 and 10.6 of this appendix for further requirements.

- 4.4 AMERITECH-WISCONSIN shall permit Collocator to place its own connecting transmission facilities within AMERITECH-WISCONSIN's Eligible Structure in the Physical Collocation space, without requiring the Collocator to purchase any equipment or connecting facilities solely from AMERITECH-WISCONSIN, subject to safety limitations as set out in Section 6.10.
- 4.5 AMERITECH-WISCONSIN shall allow a direct cable connection between one Collocator provided facility to a separate Collocator provided facility within the same AMERITECH-WISCONSIN wire center provided the Collocators are interconnected with AMERITECH-WISCONSIN network. Available connections include copper cable, coaxial cable, and fiber optic cable.
- 4.5.1 AMERITECH-WISCONSIN will designate the route, place cable racking (if applicable) and provide space to be used for such facilities. AMERITECH-WISCONSIN shall permit Collocator's AMERITECH-WISCONSIN Approved Vendor to construct such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that AMERITECH-WISCONSIN imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from AMERITECH-WISCONSIN.
- 4.6 CLEC shall not have access to AMERITECH-WISCONSIN's Main Distribution Frame and/or Intermediate Distribution Frame. As provided herein, AMERITECH-WISCONSIN may require reasonable security arrangements to protect its equipment and ensure network reliability. Except as provided below, AMERITECH-WISCONSIN may only impose security arrangements that are as stringent as the security arrangements that AMERITECH-WISCONSIN maintains at its own premises for its own employees or authorized contractors. AMERITECH-WISCONSIN must allow CLEC to access its installed physical collocation equipment 24 hours a day, seven days a week, in AMERITECH-WISCONSIN Eligible Structures without requiring either a security escort of any kind or delaying a CLEC's employees' entry into AMERITECH-WISCONSIN's Eligible Structure. Reasonable security measures that AMERITECH-WISCONSIN may adopt include, but are not limited to, the following:
- 4.6.1 Installing security cameras or other monitoring systems; or
- 4.6.2 Requiring CLEC personnel to use badges with computerized tracking systems; or
- 4.6.3 Requiring CLEC employees to undergo the same level of security training, or its equivalent, that AMERITECH-WISCONSIN's own employees, or third



party contractors providing similar functions, must undergo; provided, however, that AMERITECH-WISCONSIN may not require CLEC employees to receive such training from AMERITECH-WISCONSIN itself, but must provide information to CLEC on the specific type of training required so CLEC's employees can conduct their own training.

4.6.4 AMERITECH-WISCONSIN may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage.

4.7 Relocation – In the event AMERITECH-WISCONSIN determines it necessary for Dedicated Collocation Space to be moved within the Eligible Structure in which the Dedicated Collocation Space is located or to another Eligible Structure, CLEC is required to do so. Such relocation shall be on a non-discriminatory basis, including relocation of AMERITECH-WISCONSIN'S own equipment. If such relocation arises from circumstances beyond the reasonable control of AMERITECH-WISCONSIN, including condemnation or government order or regulation, AMERITECH-WISCONSIN may charge CLEC, in the same manner as provided for in this Appendix, for the cost of preparing the new dedicated collocation space at the new location. Otherwise AMERITECH-WISCONSIN shall be responsible for any reasonable preparation costs and any reasonable costs incurred by CLEC directly in connection with such relocation.

4.7.1 In the event that CLEC requests that the Dedicated Collocation Space be moved within the AMERITECH-WISCONSIN Eligible Structure or to another Eligible Structure, AMERITECH-WISCONSIN shall permit CLEC to relocate the Dedicated Collocation Space, subject to the availability of space and associated requirements. CLEC shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Dedicated Collocation Space and the new Wire Center as applicable.

4.8 CLECs will conduct background checks of their personnel and technicians who will have access to the Collocation Area. CLEC technicians will be security qualified by the CLEC and will be required to be knowledgeable of AMERITECH-WISCONSIN's security standards. CLEC personnel and technicians will undergo the same level of security training, or its equivalent, that AMERITECH-WISCONSIN's own employees and authorized contractors must undergo. AMERITECH-WISCONSIN will not, however, require CLECs to receive security training from AMERITECH-WISCONSIN. CLECs can then provide their employees with their own security training. Qualification program and security training details shall be included in AMERITECH-WISCONSIN's technical publications and/or Collocation website(s).

4.9 CLECs and AMERITECH-WISCONSIN will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure

and other AMERITECH-WISCONSIN's property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the CLECs or AMERITECH-WISCONSIN in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the CLECs or AMERITECH-WISCONSIN, in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AMERITECH-WISCONSIN property:

- 4.9.1 Theft or destruction of AMERITECH-WISCONSIN's or any CLEC's property.
- 4.9.2 Use or attempted use/sale of alcohol or illegal drugs on AMERITECH-WISCONSIN's property.
- 4.9.3 Industrial espionage.
- 4.9.4 Threats or violent acts against other persons on AMERITECH-WISCONSIN's property.
- 4.9.5 Knowing violations of any local, state or federal law on AMERITECH-WISCONSIN's property.
- 4.9.6 Permitting unauthorized persons access to AMERITECH-WISCONSIN's or CLEC's equipment on AMERITECH-WISCONSIN's property.
- 4.9.7 Carrying a weapon on AMERITECH-WISCONSIN's property.
- 4.10 In addition, the CLEC and AMERITECH-WISCONSIN will take appropriate disciplinary steps as determined by each party to address any violations reported by AMERITECH-WISCONSIN or the CLEC of AMERITECH-WISCONSIN's policies and practices on security, safety, network reliability, and business conduct as defined in AMERITECH-WISCONSIN's Interconnector's Collocation Services Handbook and/or Collocation website(s), provided the such information and any and all updates to it are timely provided to the CLEC.
- 4.11 CLECs will provide indemnification and insurance as set forth in this agreement to cover any damages caused by the CLEC's technicians at a level commensurate with the indemnification and insurance provided by AMERITECH-WISCONSIN's authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to AMERITECH-WISCONSIN as well.
- 4.12 AMERITECH-WISCONSIN may use reasonable security measures to protect its equipment, including, but not limited to, enclosing its equipment in its own cage, the use of security cameras or other monitoring devices, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structures where physical collocation will take place.

AMERITECH-WISCONSIN's enclosure of its own equipment will not be a basis for a claim that space is exhausted.

## 5. SPACE AVAILABILITY

- 5.1 At the request of CLEC, AMERITECH-WISCONSIN will provide space for physical collocation as described above. AMERITECH-WISCONSIN is not required to provide physical collocation at a particular Eligible Structure if it demonstrates that physical collocation is not practical for technical reasons or because of space limitations. In such cases and with the qualifications set forth above, AMERITECH-WISCONSIN will provide Adjacent Structure Collocation as described above or Virtual Collocation, except at points where AMERITECH-WISCONSIN proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or Virtual Collocation is not technically feasible, AMERITECH-WISCONSIN will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.
- 5.2 AMERITECH-WISCONSIN will provide physical collocation arrangements in Eligible Structures and on its Premises on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Physical Collocation at a particular Eligible Structure or at a particular Premise will be made initially by AMERITECH-WISCONSIN. AMERITECH-WISCONSIN will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If AMERITECH-WISCONSIN determines that Collocator's Physical Collocation Application is unacceptable, AMERITECH-WISCONSIN shall advise Collocator of any deficiencies within this ten (10) day period. AMERITECH-WISCONSIN shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies
- 5.2.1 When space for physical collocation in a particular Eligible Structure is not available, AMERITECH-WISCONSIN shall place CLEC on the waiting list for collocation in a particular Eligible Structure according to the date CLEC submitted its application for physical collocation in that Eligible Structure.
- 5.3 If AMERITECH-WISCONSIN contends space for physical collocation is not available in an eligible structure, AMERITECH-WISCONSIN must allow CLEC to tour the entire central office or other Eligible Structure in question, not just the area in which space was denied, without charge, within ten business days, or such later date as mutually agreed, of the receipt of AMERITECH-WISCONSIN's denial of

space. Prior to taking a tour, each representative must execute and deliver to AMERITECH-WISCONSIN a standard nondisclosure agreement. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of an AMERITECH-WISCONSIN's Premises.

5.3.1 If CLEC disputes AMERITECH-WISCONSIN's determination, CLEC can elect a review to be made by a mutually agreed to third party engineer, under a non-disclosure agreement. All costs of the third-party inspection, including but not limited to all payments to the third-party engineer in connection with the inspection, shall be shared equally by AMERITECH-WISCONSIN and CLEC. The engineer shall take into consideration AMERITECH-WISCONSIN's planned use for the Eligible Structure under review, and to the extent it can be determined, collocator space and how it is used.

5.3.2 If AMERITECH-WISCONSIN denies a Collocator's request for Physical Collocation because of space limitations and, after touring the applicable Eligible Structure, the Parties are unable to resolve the issue of whether the denial of space was proper, AMERITECH-WISCONSIN shall, in connection with any complaint filed by Collocator, file with the appropriate Commission detailed floor plans or diagrams of such Eligible Structure along with whatever additional information has been ordered by such Commission, subject to protective order. These floor plans or diagrams must show what space, if any, AMERITECH-WISCONSIN or any of its affiliates has reserved for future use, and must describe in detail the specific future uses for which the space has been reserved and the length of time for each reservation.

5.4 AMERITECH-WISCONSIN will maintain a publicly available document, posted for viewing on AMERITECH-WISCONSIN's Internet site(s), indicating all premises that are full, and will update such a document within ten days of the date at which a premises runs out of physical collocation space.

5.5 Upon request, AMERITECH-WISCONSIN must submit to the requesting carrier within ten business days of the submission of the request a report indicating the available collocation space in a particular AMERITECH-WISCONSIN Eligible Structure. This report will specify the amount of collocation space available at each requested Dedicated Space, the number of Collocators, and any modifications in the use of the space since the last report. This report will also include measures that AMERITECH-WISCONSIN is taking to make additional space available for collocation. AMERITECH-WISCONSIN will provide a report for 1 to 5 requests in 10 business days and 6 to 20 requests in 25 business days. Should the CLEC submit more than 20 requests at once for central offices where there is no current collocation or collocation forecasted, AMERITECH-WISCONSIN will provide the information on a scheduled basis of ten additional offices every ten business days.

- 5.5.1 In AMERITECH-WISCONSIN, Reports shall be ordered via the Collocation order form and shall specifically identify the CLLI code of each Premises for which a report is ordered.
- 5.6 In any Central Office in which all options for physical collocation offered by AMERITECH-WISCONSIN have been exhausted, AMERITECH-WISCONSIN shall not be permitted to provide additional space in that Central Office for any of its affiliates.
- 5.7 Except as provided in Section 5.9 below, AMERITECH-WISCONSIN is not required to lease or construct additional space to provide for physical collocation when existing space has been exhausted. Moreover, AMERITECH-WISCONSIN is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of CLEC equipment or facilities, whether through an initial request for physical collocation or a subsequent request for more space in an Eligible Structure. AMERITECH-WISCONSIN and CLEC shall not unreasonably warehouse forecasted space.
- 5.8 To the extent possible, AMERITECH-WISCONSIN will make contiguous space available to CLEC if CLEC seeks to expand an existing physical collocation arrangement and such request meets AMERITECH-WISCONSIN's non-discriminatory practices regarding efficient space utilization.
- 5.9 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, AMERITECH-WISCONSIN will take into account future demand based upon its knowledge of CLEC demand for Collocation. CLEC will provide AMERITECH-WISCONSIN with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties.
- 5.10 AMERITECH-WISCONSIN may retain a limited amount of floor space for AMERITECH-WISCONSIN's own specific future uses for a time period on terms no more favorable to AMERITECH-WISCONSIN for like equipment than those that apply to other telecommunications carriers, including CLEC, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable rule or order, AMERITECH-WISCONSIN will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless AMERITECH-WISCONSIN proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, AMERITECH-WISCONSIN and CLEC will attempt to

reach a mutually agreeable alternative method of interconnection.

- 5.11. At the request of the Commission or CLEC, AMERITECH-WISCONSIN shall remove any obsolete and unused equipment (e.g., retired in-place") from its Premises. AMERITECH-WISCONSIN shall be permitted to recover the cost of removal and/or relocation of such equipment if AMERITECH-WISCONSIN incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto).
- 5.12 AMERITECH-WISCONSIN may impose reasonable restrictions on its provision of additional unused space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First Report and Order (96-325); provided, however, that AMERITECH-WISCONSIN shall not set a maximum space limitation on CLEC unless AMERITECH-WISCONSIN proves to the Commission that space constraints make such restrictions necessary.

## 6. ELIGIBLE EQUIPMENT FOR COLLOCATION

- 6.1. In accordance with Section 251(c)(6) of the Telecommunications Act, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements." For purposes of this section, "necessary" shall be as defined by the FCC or the Commission.
- 6.2 Intentionally omitted
- 6.3. AMERITECH-WISCONSIN permits CLEC collocation, on a non-discriminatory basis, of complete pieces or units of equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions.
- 6.4 Intentionally omitted
- 6.5 Intentionally omitted
- 6.6. AMERITECH-WISCONSIN will not allow collocation of stand-alone switching equipment, equipment used solely for switching, or any enhanced services equipment. For purposes of this section, "stand-alone" is defined as any equipment that can perform switching independently of other switches or switching systems. "Stand-alone switching equipment" includes, but is not limited to, the following examples: (1) equipment with switching capabilities included in 47 C.F.R. section 51.319(c); (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch, regardless of other functionality that also may be combined in the equipment; (3) equipment that is used solely, fundamentally, or predominately for switching and does not meet any of the above-described categories of equipment that AMERITECH-WISCONSIN voluntarily allows to be collocated;

and (4) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; Siemens EWSD; and any such switch combined with other functionality.

- 6.7 Intentionally omitted
- 6.8 Intentionally omitted
- 6.9 AMERITECH-WISCONSIN does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 6.10 All types of equipment placed in AMERITECH-WISCONSIN Eligible Structures or on its Premises by Collocators must meet the AMERITECH-WISCONSIN minimum safety standards. The minimum safety standards are as follows: (1) equipment complying Telecordia NEBS Level 1 or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AMERITECH-WISCONSIN) prior to January 1, 1998 with no known history of safety problems.
- 6.11 AMERITECH-WISCONSIN will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that AMERITECH-WISCONSIN applies to its own network equipment. AMERITECH-WISCONSIN will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.
- 6.12 In the event that AMERITECH-WISCONSIN denies Collocation of Collocator's equipment, citing minimum safety standards, AMERITECH-WISCONSIN will provide within five (5) business days of the denial a list of AMERITECH-WISCONSIN equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such AMERITECH-WISCONSIN equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Premise.
- 6.13 In the event Collocator submits an application requesting collocation of certain equipment and AMERITECH-WISCONSIN determines that such equipment is not necessary for interconnection or access to UNEs, Collocator may collocate the equipment, provided Collocator timely disputes such determination by AMERITECH-WISCONSIN, unless and until the dispute is resolved. If the Parties do not resolve the dispute, AMERITECH-WISCONSIN or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If Collocator

has already collocated equipment and a dispute has not been timely filed or the dispute is resolved in favor of AMERITECH-WISCONSIN, the Collocator must remove the equipment from the collocation space within ten (10) written notice from AMERITECH-WISCONSIN. Collocator will be responsible for the removal and all resulting damages.

## 7. DEDICATED COLLOCATION SPACE CHARGES

### 7.1 Physical Collocation Space

7.1.1 For each Eligible Structure in which Collocator desires to physically collocate equipment, Collocator must submit a Physical Collocation Application. A copy of the Physical Collocation Application may be obtained from the AMERITECH-WISCONSIN Collocation Services Account Manager or from the AMERITECH-WISCONSIN web-site(s). The Physical Collocation application must also be used for each subsequent request to place equipment in an Eligible Structure.

7.1.2 In AMERITECH-WISCONSIN the installation interval begins on the date of CLEC's application.

7.2 AMERITECH-WISCONSIN will contract for and perform the construction and preparation activities necessary to prepare the dedicated space, Dedicated Space using the same or consistent practices that are used by AMERITECH-WISCONSIN for other construction and preparation work performed in the Eligible Structure.

7.2.1 Notwithstanding the above, AMERITECH-WISCONSIN will permit CLEC to subcontract the construction of Physical Collocation arrangements with contractors approved by AMERITECH-WISCONSIN, provided that AMERITECH-WISCONSIN will not unreasonably withhold approval of contractors.

7.2.1.1 Certification by AMERITECH-WISCONSIN will be based on the same criteria AMERITECH-WISCONSIN uses in certifying contractors for its own purposes.

7.3 Recurring/Non-Recurring charges - Collocator shall pay AMERITECH-WISCONSIN all associated non-recurring and (recurring) charges per month for use of the Physical Collocation Space. These charges may be generated on an ICB/NSCR basis or may be contained in the state specific Appendix Pricing. The recurring monthly charges for each Physical Collocation Space shall stay fixed for the term of this Appendix unless modified upon re-negotiation of the Interconnection Agreement and/or pursuant to a Commission order.



- 7.3.1 An ICB/NSCR quote is prepared by AMERITECH-WISCONSIN to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space where a state specific Appendix Pricing rate element does not exist. This ICB/NSCR quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB/NSCR will be subject to true-up one hundred-twenty (120) calendar days following the job completion date.
- 7.4 CLEC shall pay its proportionate share of any reasonable security arrangements AMERITECH-WISCONSIN employs to protect AMERITECH-WISCONSIN equipment and ensure network reliability.
- 7.5 AMERITECH-WISCONSIN requires, before any obligation by AMERITECH-WISCONSIN to begin any preparation work associated with the Dedicated Collocation Space that CLEC shall pay AMERITECH-WISCONSIN fifty percent (50%) of the COBO charge in states where the COBO is a non-recurring charge. Twenty-five percent (25%) of the COBO charge is due at the midpoint of the preparation of the Dedicated Collocation Space with the remaining twenty-five percent (25%) of the COBO charge due upon completion of the Dedicated Collocation Space. Any extraordinary expenses, if applicable, must be agreed to by the CLEC prior to actual commencement of the physical construction of the Dedicated Collocation Space.
- 7.6 Occupancy Conditioned on Payment - AMERITECH-WISCONSIN shall not permit CLEC to have access to the dedicated collocation space for any purpose other than inspection during construction of CLEC's dedicated physical collocation space until the space is completed, AMERITECH-WISCONSIN has timely billed and AMERITECH-WISCONSIN is in receipt of complete payment of the Preparation Charge and any Custom Work charges and/or applicable COBO. If the space is completed and timely billing has not been made, AMERITECH-WISCONSIN shall permit CLEC to have access to the dedicated collocation space upon receipt of the first two payments of the Preparation Charge and any Custom Work charges and/or applicable COBO with final payment due upon receipt of the bill.
- 7.7 In the event that the CLEC determines that it does not require the Dedicated Space, or terminates this Agreement, after AMERITECH-WISCONSIN has begun preparation of the dedicated collocation space but before AMERITECH-WISCONSIN has been paid the entire amounts due under this Article, then CLEC shall reimburse AMERITECH-WISCONSIN for the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs, but only to the extent such costs would have been recoverable had CLEC taken the Dedicated

Space.

- 7.8 Late Payment Charge - In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in AMERITECH-WISCONSIN's intrastate tariff late payment provision(s) applicable to access services for the State in which the dedicated collocation space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.
- 7.9 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the date AMERITECH-WISCONSIN made the Dedicated Collocation Space available to CLEC.
- 7.10 The monthly recurring charge(s) shall begin to apply within, but no later than 30 days from the date that AMERITECH-WISCONSIN has turned over the dedicated space to the CLEC, Dedicated Space regardless of any failure by CLECs to complete its work. The fact that AMERITECH-WISCONSIN may have additional work to perform after CLEC does complete its work shall not bar the start of such charges.
- 7.11 The charges for a Adjacent Structure Collocation and for a Physical Collocation arrangement that is provided in Eligible Structures other than Central Offices shall be determined on Individual Case Basis (ICB/NSCR). All charges shall be based on TELRIC principles, and must be reasonable in light of prevailing market prices for similar services. All prices shall be agreed to prior to commencement of work.

## 8. **USE OF DEDICATED COLLOCATION SPACE**

- 8.1 Nature of Use – The dedicated collocation space is to be used by CLEC for purposes of collocating equipment and facilities within AMERITECH-WISCONSIN's Eligible Structure for interconnection with AMERITECH-WISCONSIN's network, pursuant to 47 U.S.C. 251(c)(2), and for obtaining access to AMERITECH-WISCONSIN's unbundled network elements, pursuant to 47 U.S.C. 251 (c)(3). Consistent with the nature of the Eligible Structure and the environment of the dedicated collocation space, CLEC shall not use the dedicated collocation space for office, retail, or sales purposes. No signage or markings of any kind by CLEC shall be permitted on the Eligible Structure or on the grounds surrounding the Building.
- 8.2 Intentionally Omitted.
- 8.3 A list of proposed CLEC Telecom Equipment that will be placed within the Dedicated Space shall be set forth on the CLEC's Physical Collocation application, which includes associated power requirements, floor loading, and heat release of each piece of CLEC Telecom Equipment. After CLEC has information concerning the exact Dedicated Space to be made available, CLEC will provide a complete and accurate list of such CLEC Telecom Equipment for review. CLEC shall not place or

leave any other equipment or facilities within the Dedicated Space without the express written consent of AMERITECH-WISCONSIN.

- 8.4 In the event that subsequent to the submission of the Physical Collocation application and its complete and accurate list of CLEC Telecom Equipment with the required technical information, CLEC desires to place in the Dedicated Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the complete and accurate list provided by the CLEC pursuant to sec. 8.3, CLEC shall furnish to AMERITECH-WISCONSIN a new Physical Collocation application and any Applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, AMERITECH-WISCONSIN may provide such written consent or may condition any such consent on any additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both AMERITECH-WISCONSIN and CLEC of a final list and description and receipt by AMERITECH-WISCONSIN of payment of any applicable non-recurring charges, the Physical Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "CLEC Telecom Equipment."
- 8.5 CLEC may use the Dedicated Space for placement of CLEC telecommunications equipment that is necessary ("used or useful") for interconnection or access to UNE's. CLEC's employees, agents and contractors shall be permitted access to the Dedicated Space at all times, provided that CLEC's employees, agents and contractors comply with AMERITECH-WISCONSIN's policies and practices pertaining to fire, safety and security. CLEC agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space.
- 8.6 CLEC Telecom Equipment, CLEC operating practices, or other activities or conditions attributable to CLEC that represent a demonstrable threat to AMERITECH-WISCONSIN's network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, are strictly prohibited.
- 8.7 In the event of interference or impairment of the quality of service between services or facilities of CLEC and AMERITECH-WISCONSIN the parties agree to the following:
- 8.7.1 The party that first becomes aware of the interference will provide notice to the other party as soon as possible.
- 8.7.2 The parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for

the minimum negative impact to either party's products and services. However, CLEC acknowledges that multiple carriers connect to AMERITECH-WISCONSIN's network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.

- 8.7.3 If the parties are unable to agree upon a solution, either party may invoke the dispute resolution provisions of the Agreement, provided that a party may apply for injunctive relief immediately if such is required to prevent irreparable harm.
- 8.8 Subject to the limitations and restrictions of this Appendix, CLEC may place or install in or on the Dedicated Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Dedicated Space as described above, in AMERITECH-WISCONSINs. Personal property, fixtures and unpowered facilities placed by CLEC in the Dedicated Space shall not become a part of the Dedicated Space, even if nailed, screwed or otherwise fastened to the Dedicated Space, but shall retain their status as personal property and may be removed by CLEC at any time. Any damage caused to the Dedicated Space by the removal of such property shall be repaired at CLEC's expense.
- 8.9 In no case shall CLEC or any person or entity purporting to be acting through or on behalf of CLEC make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure without the advance written permission and direction of AMERITECH-WISCONSIN. AMERITECH-WISCONSIN shall consider a modification, improvement, addition, repair, or other alteration requested by CLEC, provided that AMERITECH-WISCONSIN shall have the right to reject or modify any such request. If AMERITECH-WISCONSIN performs any such construction, and the associated cost shall be paid by CLEC in accordance with AMERITECH-WISCONSIN's then-standard custom work order process or NSCR.
- 8.10 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 8.10.1, 8.10.2, 8.10.3, 8.10.4, and 8.10.5. CLEC shall strictly observe and abide by each in AMERITECH-WISCONSIN's.
- 8.10.1 SBC Local Exchange Carriers TP 76200MP, Network Equipment: Power, Grounding, Environmental, and Physical Design Requirements, and any successor document(s), including as such may be modified at any time and from time to time;
- 8.10.2 AMERITECH-WISCONSIN's most current Interconnector's Collocation Services Handbook and any successor document(s), as may be modified from time to time as set forth below.

- 8.10.3 TP 76300MP, SBC Local Exchange Carriers Installation Requirements, and any successor documents should be followed in installing network equipment, and facilities within AMERITECH-WISCONSIN central offices and may be modified from time to time.
- 8.10.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Physical Collocation application or that subsequently become effective and then when effective.
- 8.10.5 The Interconnector's Collocation Services Handbook, TP 76300MP and the TP 76200MP Standards are not incorporated herein but are available on the appropriate SBC ILEC's Collocation Internet site.
- 8.11. If the Interconnector's Collocation Services Handbook, Collocation website(s) or the TP 76300MP, is modified subsequent to the effective date of this agreement from the attached, the following shall apply:
  - 8.11.1 If a modification is made after the date on which CLEC has or orders a Physical Collocation arrangement, AMERITECH-WISCONSIN shall provide CLEC with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Agreement thirty (30) days after such amendment is released by AMERITECH-WISCONSIN, except for those specific amendments to which CLEC objects to within thirty (30) days of receipt, providing therewith an explanation for each such objection. The Parties shall pursue such objections informally with each other and, if not resolved within forty-five (45) days, either Party will have fourteen (14) days to invoke the dispute resolution procedures applicable to this Agreement. If neither Party invokes those procedures, the modification is deemed effective and applicable.
  - 8.11.2 If a modification is made after this Appendix becomes part of an effective "Statement of Generally Available Terms and Conditions" or similar document for AMERITECH-WISCONSIN (and the modification has not been included in a change to that "Statement" or this Appendix), then AMERITECH-WISCONSIN will provide CLEC with a copy of such modifications or the most recent version or revision of the particular document promptly after receipt of CLEC's physical collocation application. Any CLEC objection to those modifications must be received by AMERITECH-WISCONSIN by the thirtieth (30<sup>th</sup>) day after their receipt by CLEC. Thereafter, the same process and procedure (including timelines) for resolving any objection made under Section 8.11.1 shall apply.
  - 8.11.3 Notwithstanding Sections 8.11.1 and/or 8.11.2, any modification made to address situations potentially harmful to AMERITECH-WISCONSIN's or

another's network, equipment, or facilities, the Eligible Structure, the Dedicated Space, or to comply with statutory or regulatory requirements shall become effective immediately and shall not be subject to objection. AMERITECH-WISCONSIN will immediately notify CLEC of any such modification.

- 8.12 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, Collocation website(s) and the TP 76300MP, or the TP76200MP (including any modification to any of them that can be objected to under this Section 8.11, regardless of whether CLEC objected to such modification) in the AMERITECH-WISCONSINs. Notwithstanding the immediately preceding, modifications that are governed by Section 8.11.3 shall apply regardless of any conflict or inconsistency with any other term or condition governing a Physical Collocation arrangement unless contrary to law.

- 8.12.1 CLEC warrants and represents, for each item of the CLEC Telecom Equipment, that such equipment meets Telcordia NEBS Level 1 minimum safety requirements for CLEC equipment, or (2) Equipment history of safe operation demonstrated by placement as network equipment in an ILEC prior to January 1, 1998 with no documented or known history of safety problems. CLEC also warrants and represents that any other telecommunications equipment or ancillary telecommunications facilities that may be placed in the Dedicated Space as permitted hereunder or otherwise shall be so compliant. AMERITECH-WISCONSIN may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that AMERITECH-WISCONSIN applies to its own equipment. AMERITECH-WISCONSIN may not deny collocation of Collocator equipment because the equipment fails to meet TP76200MP reliability standards. If AMERITECH-WISCONSIN denies collocation of CLEC equipment, citing non-compliance to the minimum safety standards, AMERITECH-WISCONSIN must provide to the CLEC within five business days of the denial a list of all network equipment that AMERITECH-WISCONSIN has placed within the network area(s) of the premises in question since January 1, 1998, together with an affidavit attesting that all of that equipment meets or exceeds the minimum safety standards set forth herein. DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO AMERITECH-WISCONSIN IN A PHYSICAL COLLOCATION APPLICATION OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION REQUIREMENT IN ANY MANNER.

- 8.13 Unless otherwise expressly agreed in writing, AMERITECH-WISCONSIN will provide for all AC and DC power requirements in the Eligible Structure. The CLEC

is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support CLEC Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and AMERITECH-WISCONSIN's associated performance, availability, restoration, backup and UPS systems (to the extent UPS is used by AMERITECH-WISCONSIN for similar equipment), and other operational characteristics shall be at parity with that provided to AMERITECH-WISCONSIN's substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the CLEC represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the AMERITECH-WISCONSIN's is based on demand management. All necessary Power will be supplied on a timely basis. A physical collocation space will be considered timely delivered only if it is fully operational, including power, at the time it is turned over to CLEC. AMERITECH-WISCONSIN will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's AMERITECH-WISCONSIN Approved Power Installation Vendor will place the power cable leads from the dedicated space to AMERITECH-WISCONSIN's Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. AMERITECH-WISCONSIN will terminate the Collocator's power cable leads and place fuses at the BDFB or Power Plant, whichever is applicable. The Collocator must contact the assigned AMERITECH-WISCONSIN Project Manager five (5) business days prior to scheduling the power cable terminations and fuse placement. The Collocator's AMERITECH-WISCONSIN Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AMERITECH-WISCONSIN and follow the SBC ILEC's standards and requirements for installation of equipment and facilities.

- 8.14 Other than the security restrictions described herein, AMERITECH-WISCONSIN shall place no restriction on access to CLEC's central office Dedicated Space by CLEC's employees and designated agents. Such space shall be available to CLEC designated agents twenty-four (24) hours per day each day of the week. AMERITECH-WISCONSIN will not impose unreasonable security restrictions for the Eligible Structure, including the Dedicated Space.
- 8.15 Fiber Entrances – CLEC shall use a single mode dielectric fiber optic cable as a transmission medium to the dedicated collocation space. CLEC shall be permitted no more than two (2) entrance routes into the Building, if available.
- 8.16 Demarcation Point – AMERITECH-WISCONSIN shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between CLEC's network and AMERITECH-WISCONSIN's network, with each

being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point.

- 8.17 Use of Common Areas. CLEC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Eligible Structure as are designated by AMERITECH-WISCONSIN from time to time, including, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Eligible Structure, the Collocation Space, and the parking areas adjacent to the Eligible Structure for vehicles of persons while working for or on behalf of CLEC at the Collocation Space. All common areas shall remain under the exclusive control and management of AMERITECH-WISCONSIN, and AMERITECH-WISCONSIN shall have the right to change the level, location and arrangement of parking areas and other common areas as AMERITECH-WISCONSIN may deem necessary, provided it does not impact CLEC's use of the Collocation Space. Use of all common areas shall be subject to such reasonable rules and regulations as AMERITECH-WISCONSIN may from time to time impose.

8.17.1 Water. AMERITECH-WISCONSIN, where water is available for its own use, shall furnish running water from regular Eligible Structure outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by AMERITECH-WISCONSIN, for the non-exclusive use of CLEC, AMERITECH-WISCONSIN and any other building occupant. CLEC shall not waste or permit the waste of water.

8.17.2 Security Service. AMERITECH-WISCONSIN shall furnish Eligible Structure and Property security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, AMERITECH-WISCONSIN shall provide no security specific to CLEC's Collocation Space. AMERITECH-WISCONSIN shall not be liable to CLEC or any other party for loss of or damage to the Collocation Space or LOE unless AMERITECH-WISCONSIN has failed to provide Eligible Structure and Property security in accordance with its normal business practices.

8.17.3 Elevator Service. Where available, AMERITECH-WISCONSIN shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which CLEC has access pursuant to the terms of this Agreement 24 hours a day, seven days a week. Freight elevator service when used by CLEC's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by AMERITECH-WISCONSIN.

8.17.4 Parking. Where provided by AMERITECH-WISCONSIN, parking at AMERITECH-WISCONSIN Eligible Structure will be provided on a first



come, first served basis. CLEC may not park in spaces that are designated as reserved. The AMERITECH-WISCONSIN shall not unreasonably reserve for its own use an excessive amount of parking at the Eligible Structure. CLEC shall be allowed to have reasonable use of and access to loading docks. CLEC and the AMERITECH-WISCONSIN are required to follow all posted traffic and AMERITECH-WISCONSIN signs and follow all applicable parking and traffic laws and ordinances.

## 9. OPERATIONAL RESPONSIBILITIES

- 9.1 CLEC and AMERITECH-WISCONSIN are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.
- 9.2 CLEC and AMERITECH-WISCONSIN are each responsible for providing trouble report status or any network trouble of problems when requested by the other.
- 9.3 AMERITECH-WISCONSIN shall provide an interconnection point or points, physically accessible by both AMERITECH-WISCONSIN and CLEC (typically a AMERITECH-WISCONSIN manhole) at which a CLEC fiber optic cable can enter the Eligible Structure, provided that AMERITECH-WISCONSIN will designate interconnection points as close as reasonably possible to the Eligible Structure. AMERITECH-WISCONSIN will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for AMERITECH-WISCONSIN's cable facilities and at which space is available for new facilities in at least two of those entry points.
  - 9.3.1 Intentionally omitted.
  - 9.3.2 CLEC is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by AMERITECH-WISCONSIN, and for leaving sufficient cable length in order for AMERITECH-WISCONSIN to extend such CLEC-provided cable to the cable vault.
  - 9.3.3 Intentionally omitted.
  - 9.3.4 AMERITECH-WISCONSIN will be responsible for determining equipment location within the Eligible Structure, provided that such determination will be non-discriminatory with respect to placement of AMERITECH-WISCONSIN's own equipment and that of its affiliates and any other CLEC. Procurement, placement and termination of interconnection cabling between Collocator's dedicated space and AMERITECH-WISCONSIN Main Distribution Frame and/or other interconnection points will be installed by the Collocator's AMERITECH-WISCONSIN Approved

Vendors. Scheduling the work of the Approved Vendor will be non-discriminatory with respect to placement of AMERITECH-WISCONSIN's own equipment and that of its affiliates and any other CLEC The Collocator's AMERITECH-WISCONSIN Approved Vendor must obtain an approved Method of Procedures (MOP) from AMERITECH-WISCONSIN and follow the AMERITECH-WISCONSIN's standards and requirements for installation of equipment and facilities. AMERITECH-WISCONSIN will install and stencil the termination blocks or panels at AMERITECH-WISCONSIN's Main Distribution Frame and/or other interconnection points for the hand off of the Interconnection Connection(s) to the Collocator.

- 9.4 Regeneration of either DS-1 or DS-3 signal levels may be provided by CLEC or AMERITECH-WISCONSIN under its then-standard custom work order process or NSCR, including payment requirements prior to the installation of the regeneration equipment.
- 9.5 If CLEC fails to remove its equipment and facilities from the Dedicated Space within thirty (30) days notice of discontinuance of use of the collocation space, AMERITECH-WISCONSIN may perform the removal and shall charge CLEC for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, CLEC shall indemnify and hold AMERITECH-WISCONSIN harmless from any and all claims for expenses, fees, or other costs associated with any such removal by AMERITECH-WISCONSIN except to the extent the basis for such claims, expenses, fees, or other costs arose directly from the willful misconduct or gross negligence of AMERITECH-WISCONSIN, its employees or agents. For purposes of this Section, the use of collocation space is considered to be discontinued when it is no longer used for interconnection as defined by section 10.10 herein.
- 9.6 CLEC is solely responsible for the design, engineering, testing, performance, and maintenance of the CLEC Telecom Equipment used by CLEC in the Dedicated Space. CLEC may not disassemble, remove or otherwise reconfigure the cage enclosure (Dedicated Space) at any time unless it has been provided by the CLEC. CLEC is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Dedicated Space in the AMERITECH-WISCONSINs:
  - 9.6.1 Its fiber optic cable(s);
  - 9.6.2 Its CLEC Telecom Equipment;
  - 9.6.3 Optional point of termination cross connects in its dedicated collocation space or the optional POT Frame/cabinet located in the collocation common area except if on AMERITECH-WISCONSIN's equipment.
  - 9.6.4 CLEC requested dedicated point of termination frame maintenance, including

replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within CLEC's dedicated collocation space or in the optional POT frame located in the collocation common area if and as required; and

- 9.6.5 The connection cable and associated equipment which may be required within CLEC's dedicated collocation space or in the optional POT frame/cabinet located in the collocation common area to the point(s) of termination of that cable within CLEC's dedicated space.
- 9.6.6 Any power cabling required beyond the AMERITECH-WISCONSIN provided Collocation Interconnection Power Panel (CIPP) to Collocator's equipment. AMERITECH-WISCONSIN requires that a Collocation Interconnect Power Panel (CIPP) must be used when the Physical Collocation arrangement is not served from AMERITECH-WISCONSIN's BDFB. No CIPP is required for 20, 40 or 50 amp arrangements which are served from AMERITECH-WISCONSIN's BDFB. The CIPPs are designed to provide 20, 40, 50 or 100 (maximum) amp redundant increments of DC power. The CIPP is always required for 100 amp or greater power arrangements. The Collocator will furnish and install the (CIPP) within a Collocator-provided equipment bay designated by Collocator. The CIPP must meet TP 76200 MP Level 1 requirements.

**AMERITECH-WISCONSIN NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.**

- 9.7 AMERITECH-WISCONSIN will allow CLEC to select its own contractors for all required engineering and installation services associated with the CLEC Telecom Equipment (*e.g.*, AMERITECH-WISCONSIN shall not require CLEC to use AMERITECH-WISCONSIN's internal engineering or installation work forces for the engineering and installation of the CLEC Telecom Equipment). Installation of the CLEC Telecom Equipment in the Dedicated Space must nevertheless comply with TP76300MP.. CLEC-selected contractors must agree to all policies and procedures in this appendix. Access to the Eligible Structure and the Dedicated Space for CLEC contractors must meet the same requirements as the CLEC.
- 9.8 In AMERITECH-WISCONSIN, each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours.

- 9.9 CLEC is responsible for coordinating with AMERITECH-WISCONSIN to ensure that services are installed in accordance with a service request.
- 9.10 CLEC is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Dedicated Space, or to any piece of CLEC Telecom Equipment, or any other CLEC-provided facility or piece of equipment. If AMERITECH-WISCONSIN testing is also required, it will be provided at applicable charges.
- 9.11 Collocator shall be responsible for procurement, placement and termination of interconnection cabling between Collocator's dedicated space and AMERITECH-WISCONSIN Main Distribution Frame and/or interconnection points by Collocator's AMERITECH-WISCONSIN Approved Vendor. Additional requirements relating to placements of power cable leads are set forth in Section 8.13 of this Appendix.
- 9.12 Collocator shall be responsible for procurement and placement of power cable leads by Collocator's AMERITECH-WISCONSIN Approved Power Installation Vendor from the dedicated space to AMERITECH-WISCONSIN's Battery Distribution Fuse Bay (BDFB) or power plant, whichever is applicable. Additional requirements relating to placements of power cable leads are set forth in Section 8.13 of this Appendix.

## 10. DELIVERY INTERVALS

- 10.1 The construction interval relates to the period in which AMERITECH-WISCONSIN shall construct and deliver to the Collocator the requested space. The construction interval begins on the date AMERITECH-WISCONSIN receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide the AMERITECH-WISCONSIN, within seven (7) days from the date of notification granting the application request, a confirmatory response in writing to continue construction and 50% payment of non-recurring charges (unless payment was received with application) within fourteen (14) days of the date of notification or the construction interval provided below will not commence until such time as AMERITECH-WISCONSIN has received such response and payment. If the Collocator has not provided the AMERITECH-WISCONSIN such response and payment by the twenty eighth (28<sup>th</sup>) day after the date AMERITECH-WISCONSIN notified Collocator its request has been granted, the application will be canceled. Dedicated space is reserved upon AMERITECH-WISCONSIN's receipt of the confirmatory response in writing from the Collocator with applicable fees. AMERITECH-WISCONSIN will complete construction of all Active Collocation Space requests for Physical Collocation within 90 days.
- 10.2 The cable facility assignments or actual point of termination will not be given to the Collocator by AMERITECH-WISCONSIN until all applicable fees currently due

have been received and no earlier than fourteen (14) days before the space turn over due date. Augment cable facility assignments with less than sixty (60) day intervals will not be given to the Collocator by AMERITECH-WISCONSIN until due date.

- 10.3 Unless otherwise mutually agreed to by the Parties in writing, where power does not exist or in Other Central Office Space, AMERITECH-WISCONSIN will complete construction of requests for caged, shared, or cageless collocation within one hundred eighty (180) calendar days from receipt of Collocator's acceptance of the quotation or initial COBO (Central Office Build Out).
- 10.4 Intentionally omitted.
- 10.5 Any revision(s) submitted by the Collocator on an existing Physical Collocation Application that was assigned an interval from 10.1 and prior to day fifteen (15) of the delivery interval will be subject to review by AMERITECH-WISCONSIN. A new delivery interval due date may be established when adding or changing telecommunications equipment, additional power requirements, interconnection termination additions and/or changes, and additional bay space requirements. The Collocator will be notified by AMERITECH-WISCONSIN if a new interval is required. The extension will be no longer than reasonably necessary, and in any event will be non discriminatory with respect to extensions for placement of AMERITECH-WISCONSIN's own equipment and that of its affiliates and any other CLEC. Any revision(s) submitted by a Collocator on an existing Physical Collocation Application past business day fifteen (15) of the delivery interval due date, the Collocator will be notified by AMERITECH-WISCONSIN that a new interval has been established for the Physical Collocation Application. The interval date will start on the date the revision(s) is received. The Collocator may also be required to pay additional costs incurred, if applicable.
- 10.6 AMERITECH-WISCONSIN will provide reduced construction intervals for Collocators that request the following interconnection cabling Augments. The Collocator must submit a completed Physical Collocation Application. For this reduced construction interval to apply, this application must include an up-front payment of the Application Fee and payment of fifty percent (50%) of all applicable non-recurring charges within fourteen days (14) of the notification of the granting of the application. In addition, the application must include an accurate front equipment view (rack elevation drawing) specifying bay(s) for the Collocator's point of termination for the requested cabling. Physical Collocation Application(s) received with the up-front payment and meeting the criteria below will not require a quote or response and the construction interval will not exceed sixty (60) Calendar days.
- 84 DS1 connections and/or
  - 48 DS3 connections and/or
  - 200 Copper (shielded or nonshielded) cable pair connections
  - 12 fiber connections

These Augments will apply only when the Collocator provides a complete and accurate Physical Collocation Application and the applicable fees. The job must be an Augment for an existing Physical Collocation arrangement and consist only of connections listed above.

- 10.7. For Augments in which the Collocator requests power that exceeds current capacity ratings or augments that require placement of additional cable racks within the Active Central Office space, the construction interval will not exceed ninety (90) calendar days from receipt of accurate and complete application for such augment along with the Application Fee and payment of fifty percent (50%) of all applicable nonrecurring charges within fourteen (14) days of notification of granting of the application. All other augments will follow normal construction intervals.
- 10.8 AMERITECH-WISCONSIN and the Collocator will come to agreement regarding Collocator inspection visits during the construction of the Physical Collocation Space. These visits will be allowed during regular business hours only and will require that the Collocator be escorted by an AMERITECH-WISCONSIN employee. These visits will be jointly agreed upon by AMERITECH-WISCONSIN and the Collocator and will be determined on a case by case basis.
- 10.9 Adjacent Structure Collocation Delivery Intervals
  - 10.9.1 AMERITECH-WISCONSIN Delivery Interval, rates, terms and conditions for Adjacent Structures Collocation will be determined on an individual case basis (ICB)/Non Standard Collocation Request (NSCR).
- 10.10 CLEC will, whenever possible, place their telecom equipment in the dedicated space within 30 calendar days of space turnover. CLEC must complete placement of CLEC Telecom Equipment in the Dedicated Space and interconnect to AMERITECH-WISCONSIN's network or to its unbundled network elements within one hundred eighty (180) calendar days after space turnover. If CLEC fails to do so, AMERITECH-WISCONSIN may, upon notice, terminate that Physical Collocation arrangement, and CLEC shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by the provisions of this Appendix, the terms or context of which indicate continued viability or applicability beyond termination. For purposes of this Section, CLEC Telecom Equipment is considered to be interconnected when physically connected to AMERITECH-WISCONSIN's network or a AMERITECH-WISCONSIN unbundled network element for the purpose of CLEC providing a telecommunications service. This section shall not apply where interconnection is delayed for reasons beyond CLEC's control and CLEC has notified AMERITECH-WISCONSIN's and presented a reasonable schedule for future interconnection.
- 10.11 AMERITECH-WISCONSIN shall allow CLEC to augment its collocation space when space is available.

## 11. VIRTUAL COLLOCATION

- 11.1 Upon request, AMERITECH-WISCONSIN shall provide CLEC Virtual Collocation in any Unused Space. If CLEC wishes to Virtually Collocate a bay other than a Standard Bay, it must request such Virtual Collocation via an ICB/NSCR. CLEC shall not have physical access to its Virtually Collocated equipment but may, at its expense, electronically monitor and control its Virtually Collocated equipment. AMERITECH-WISCONSIN shall, subject to CLEC's payment of the applicable rates, fees and charges, be responsible for installing, maintaining and repairing CLEC's equipment. CLEC cannot convert its Virtually Collocated equipment "in-place" to a method of Physical Collocation available herein (e.g., no "in-place" conversion of Virtual Collocation to Cageless Physical Collocation). In addition to the rates set forth in the Pricing appendix and applicable tariffs, if AMERITECH-WISCONSIN must locate CLEC's Virtual Collocation bays in its switch line-up, CLEC shall also be responsible for any extraordinary costs necessary to condition such space.
- 11.2 AMERITECH-WISCONSIN shall deliver to CLEC the requested space on or before the later of (i) 110 Calendar Days from AMERITECH-WISCONSIN's receipt of CLEC's Collocation Order for Virtual Collocation and (ii) such other reasonable date that Parties may agree upon if it is not feasible for AMERITECH-WISCONSIN to deliver to CLEC such space within 110 Calendar Days and AMERITECH-WISCONSIN notified CLEC of this fact within ten (10) Business Days after the initial walk-through.
- 11.3 AMERITECH-WISCONSIN shall coordinate, on a case by case basis, the installation of the Virtual Collocation equipment with the CLEC based on availability and equipment delivery intervals.
- 11.4 AMERITECH-WISCONSIN shall install applicable Cross-Connects as directed by CLEC, at the rates provided in the Pricing appendix or applicable tariffs.
- 11.5 AMERITECH-WISCONSIN shall allow periodic inspections of the Virtual Collocation space where CLEC equipment is located, during construction.
- 11.6 AMERITECH-WISCONSIN shall ensure that all applicable alarm systems (e.g., power) that support CLEC equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified.

## 12. CASUALTY LOSS

- 12.1 If the Eligible Structure or the Dedicated Space are damaged by fire or other casualty, and:

- 12.1.1 The Dedicated Spaces are not rendered untenable in whole or in part, AMERITECH-WISCONSIN shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or
- 12.1.2 The Dedicated Spaces are rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, AMERITECH-WISCONSIN has the option to repair the Dedicated Space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while CLEC was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) days, or AMERITECH-WISCONSIN opts not to rebuild, then the Physical Collocation arrangement provided in the Dedicated Space shall (upon notice to CLEC within thirty (30) days following such occurrence) terminate as of the date of such damage. AMERITECH-WISCONSIN shall endeavor to relocate CLEC equipment in alternative location, or assist CLEC in developing alternative to physical location. Decisions as to untenability and rebuilding must be made on a reasonable and non-discriminatory basis.
- 12.2 Any obligation on the part of AMERITECH-WISCONSIN to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as it existed at the time of the loss, but shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by CLEC; any CLEC Telecom Equipment; or other facilities or equipment located in the Dedicated Space by CLEC.
- 12.3 In the event that the Eligible Structure shall be so damaged by fire or other casualty that closing, or demolition thereof shall be necessary then, notwithstanding that the Dedicated Space may be unaffected thereby, AMERITECH-WISCONSIN, may terminate any Physical Collocation arrangement in that Eligible Structure by giving CLEC ten (10) days prior written notice within thirty (30) days following the date of such occurrence.

### 13. RE-ENTRY

- 13.1 Unless otherwise set forth herein, if CLEC shall default in performance of any term or condition herein, and the default shall continue for thirty (30) days after receipt of written notice, or if CLEC is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AMERITECH-WISCONSIN may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel CLEC and any claiming under CLEC, remove any CLEC Telecom Equipment and any other items in the Dedicated Space, forcibly if necessary, and thereupon such Physical Collocation arrangement shall terminate, without prejudice to any other remedies AMERITECH-WISCONSIN might have. AMERITECH-WISCONSIN may exercise this authority on a Dedicated Space-by-Dedicated Space basis. AMERITECH-WISCONSIN may also refuse additional



applications for collocation and/or refuse to complete any pending orders for additional space or collocation by CLEC at any time thereafter.

#### 14. LIMITATION OF LIABILITY

- 14.1 Limitation – With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the liability of AMERITECH-WISCONSIN, if any, shall not exceed an amount equivalent to the proportionate monthly charge to CLEC for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of CLEC or which arise in connection with the use of CLEC-provided facilities or equipment shall reduce the liability of AMERITECH-WISCONSIN to the extent that the fault of CLEC contributed to the damages.

14.1.1 The Parties agree to be bound by the provisions for Limitation of Liability and indemnity in the General Terms and Conditions.

- 14.2 Third Parties – CLEC acknowledges and understands that AMERITECH-WISCONSIN may provide space in or access to the Eligible Structure to other persons or entities (“Others”), which may include competitors of CLEC; that such space may be close to the dedicated collocation space, possibly including space adjacent to the dedicated collocation space and/or with access to the outside of the dedicated collocation space; and that if CLEC requests a cage around its equipment, the cage dedicated collocation space is a permeable boundary that will not prevent the Others from observing or even damaging CLEC’s equipment and facilities. AMERITECH-WISCONSIN will be liable to CLEC for damages only to the extent that AMERITECH-WISCONSIN’s fault or negligence contributed to the loss or damage.

#### 15. INDEMNIFICATION

- 15.1 CLEC’s use of the dedicated collocation space, and both Parties’ conduct of their business or any activity, in or about the dedicated collocation space, or performance of any terms of this Appendix, shall be subject to the Indemnity provisions of the General Terms and Conditions.

#### 16. OSHA STATEMENT

- 16.1 Each Party, in recognition of the other Party’s status as an employer, agrees to abide by and to undertake the duty of compliance with all federal, state and local laws, safety and health regulations relating to the space which Party has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold the other Party

harmless for any judgments, citations, fines, or other penalties which are assessed against the indemnified Party as the result of the indemnifying Party's failure to comply with any of the foregoing.

## 17. NOTICES

- 17.1 Except in emergency situations, AMERITECH-WISCONSIN shall provide CLEC with written notice ten (10) business days prior to those instances where AMERITECH-WISCONSIN or its subcontractors may be undertaking a major construction project in the general area of the Dedicated Space or in the general area of the AC and DC power plants which support the Dedicated Space.
- 17.2 AMERITECH-WISCONSIN will inform CLEC by telephone of any emergency-related activity that AMERITECH-WISCONSIN or its subcontractors may be performing in the general area of the Dedicated Space occupied by CLEC or in the general area of the AC and DC power plants which support the Dedicated Space. Notification of any emergency related activity should be made to CLEC as soon as reasonably possible so that CLEC can take any action required to monitor or protect its service.
- 17.3 AMERITECH-WISCONSIN will provide CLEC with written notification within fifteen (15) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause or has the risk of causing an outage or any type of power disruption to CLEC Telecom Equipment. AMERITECH-WISCONSIN will provide CLEC with the alternate plan to provide power in the case of such outage. If AMERITECH-WISCONSIN does not have an alternate plan, AMERITECH-WISCONSIN will make reasonable accommodations to allow CLEC to provide alternate power. All such work will be planned and executed in a manner that is non-discriminatory with respect to affecting CLEC's and AMERITECH-WISCONSIN's equipment. AMERITECH-WISCONSIN shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC Telecom Equipment.
- 17.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to AMERITECH-WISCONSIN:

Account Manager - Collocation  
Four Bell Plaza, 9<sup>th</sup> Floor  
311 S. Akard St.  
Dallas, TX 75202-5398

If to CLEC: Shane T. Kaatz  
Manager Carrier Relations  
TDS Metrocom, Inc.  
1212 Deming Way, Suite 350  
Madison, WI 53717-1958

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

- 17.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

If to AMERITECH-WISCONSIN AIIS Service Center  
Attn: Collocation  
2<sup>nd</sup> Floor  
804 North Milwaukee  
Milwaukee, WI 53202

If to CLEC: Shane T. Kaatz  
Manager Carrier Relations  
TDS Metrocom, Inc.  
1212 Deming Way, Suite 350  
Madison, WI 53717-1958

## 18. INSURANCE

- 18.1 The parties' obligations with respect to insurance coverage will be as set forth in the General Terms and Conditions

## 19. PROTECTION OF SERVICE AND PROPERTY

- 19.1 AMERITECH-WISCONSIN shall use its existing power back-up and power recovery plan on a non-discriminatory basis with respect to CLEC and otherwise in accordance with its standard policies for the specific Central Office, which policies shall be provided to CLEC.

- 19.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.
- 19.3 Except as may otherwise be provided:
- 19.3.1 AMERITECH-WISCONSIN and CLEC shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and
- 19.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.
- 19.3.3 Each Party shall restrict access to the Eligible Structure and the Dedicated Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.
- 19.4 AMERITECH-WISCONSIN shall use electronic access controls to protect all spaces which house or contain CLEC equipment or equipment enclosures, but if electronic controls are not available, AMERITECH-WISCONSIN shall either furnish security guards at those AMERITECH-WISCONSIN locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, AMERITECH-WISCONSIN shall permit CLEC to install monitoring equipment in the collocation space to carry data back to CLEC's work center for analysis. CLEC agrees that CLEC is responsible for problems or alarms related to CLEC's equipment or equipment enclosures located on AMERITECH-WISCONSIN's Dedicated Space.
- 19.5 AMERITECH-WISCONSIN shall furnish CLEC with the identifying credentials to be carried by its employees and authorized agents to be paid for by the CLEC. The CLEC must maintain an updated list of all authorized employees and authorized agents on a Dedicated Space-by-Dedicated Space basis for every Eligible Structure where there are AMERITECH-WISCONSIN security guards.
- 19.6 CLEC shall comply with the security and safety procedures and requirements of AMERITECH-WISCONSIN, including but not limited to sign-in, and identification.
- 19.7 AMERITECH-WISCONSIN shall furnish CLEC with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured CLEC space in central offices. In the event of an emergency, CLEC shall contact a SPOC provided by AMERITECH-WISCONSIN for access to spaces which house or contain CLEC equipment or equipment enclosures.

- 19.8 AMERITECH-WISCONSIN shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house CLEC equipment or equipment enclosures.
- 19.9 AMERITECH-WISCONSIN shall use best efforts to provide notification within two (2) hours to designated CLEC personnel to indicate an actual security breach.
- 19.10 AMERITECH-WISCONSIN shall be responsible for the security of the Eligible Structure. If a security issue arises or if CLEC believes that AMERITECH-WISCONSIN's security measures are unreasonably lax, CLEC shall notify AMERITECH-WISCONSIN and the Parties shall work together to address the problem. AMERITECH-WISCONSIN shall, at a minimum, do the following:
- 19.10.1 Where a cage is used, AMERITECH-WISCONSIN shall design collocation cages to prevent unauthorized access; provided, however, that CLEC realizes and assents to the fact that the cage will be made of wire mesh.
- 19.10.2 AMERITECH-WISCONSIN shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to AMERITECH-WISCONSIN's employees, agents or invitees having a business need, such as a periodic review of the Dedicated Space, to be in these areas. AMERITECH-WISCONSIN shall require all persons entering the collocation areas to wear identification badges.
- 19.10.3 AMERITECH-WISCONSIN shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to Collocators, along with a positive key control system for each Collocator's caged Dedicated Space. AMERITECH-WISCONSIN shall respond immediately to reported problems with CLEC key cards.
- 19.10.4 In emergency situations common courtesy will be extended between CLEC and AMERITECH-WISCONSIN's employees, including the provision of first aid and first aid supplies.
- 19.11 CLEC shall limit access to CLEC employees directly to and from the Dedicated Space and will not enter unauthorized areas under any circumstances.

## 20. MISCELLANEOUS

- 20.1 Future Negotiations – AMERITECH-WISCONSIN may refuse requests for space in an Eligible structure if CLEC is in material breach of this Agreement, including having any undisputed past due charges hereunder. In any and each such event,

CLEC hereby releases and holds AMERITECH-WISCONSIN harmless from any duty to negotiate with CLEC or any of its affiliates for any additional space or physical collocation.

**21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 20.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.